

**SECTION B - SUPPLIES AND PRICES**

This contract is awarded under Federal Acquisition Regulation 8.4 Federal Supply Schedules. GSA terms and conditions found under General Service Administration (GSA) contract number GS-23F-9752H apply to the DOE contract except for the clauses and statement of work found herein. Where there is a conflict between GSA clauses and the clauses and SOW found herein, DOE clauses and SOW will prevail. The DOE contract is contingent upon the contractor maintaining their contract with the GSA.

**B.1 DOE EMPLOYEE HOME PURCHASE PROGRAM**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work in accordance with the Statement of Work in Section C:

- Item 1 - Appraised Value Transaction
- Item 2 - Amended Value Transaction
- Item 3 - DOE Option for Management of Household Goods Shipment and Storage\*
- Item 4 - Home Finding Program & Mortgage Finding Assistance & Marketing Assistance\*\*

\* Item 3 is at the unilateral option of DOE.

\*\* Item 4 is included in the services to be provided under items 1 and 2.

**B.2 PERCENTAGE FEES FOR DOE EMPLOYEE HOME PURCHASE PROGRAM AND FIXED MANAGEMENT FEE FOR MANAGEMENT OF HOUSEHOLD GOODS**

TERM: SEPTEMBER 1, 2001 to AUGUST 31, 2006

**ITEM 1 -**

APPRAISED VALUE RANGE  
BASED ON APPRAISAL

PURCHASE PERCENTAGE

\$0 TO \$39,999

21.49%

\$40,000 TO \$54,999	21.49%
\$55,000 TO \$74,999	21.49%
\$75,000 TO \$99,999	21.49%
\$100,000 TO \$149,999	21.49%
\$150,000 TO \$224,999	21.49%
\$225,000 TO \$299,999	21.49%
\$300,000 PLUS	21.49%

**ITEM 2 -**

<u>AMENDED VALUE RANGE BASED ON APPRAISAL</u>	<u>PURCHASE PERCENTAGE</u>
\$0 TO \$39,999	13.19%
\$40,000 TO \$54,999	13.19%
\$55,000 TO \$74,999	13.19%
\$75,000 TO \$99,999	13.19%
\$100,000 TO \$149,999	13.19%
\$150,000 TO \$224,999	13.19%
\$225,000 TO \$299,999	13.19%
\$300,000 PLUS	13.19%

**Item 3 - MOVE MANAGEMENT SERVICES**PRICE PER TRANSACTION

CHAMPS PROCESS	\$450.00*
COMMERCIAL PROCESS	\$200.00*

**Item 4 - Home Finding Program, Mortgage Finding  
Assistance & Marketing Assistance\*\***

\*Fixed Price Per Transaction.

\*\*Item 4 is included in the requirements to be provided  
under items 1 and 2.

**CONTRACT VALUE:**      \$ -0-

Contract Pricing for items 1, 2 and 3 noted above will be  
utilized for individual Delivery Order award(s). This contract  
serves as the Base Contract and has no ceiling price limitation.

### B.3 PERCENTAGE RATE ADJUSTMENTS

In accordance with Request for Quotation (RFQ), when the contractor's GSA contract is modified to exercise an option, DOE will compare GSA's prices to DOE's prices. Where the GSA's prices are lower for purchase percentage and/or move management services, such prices will be incorporated into the DOE contract.

### B.4 MINIMUM AND MAXIMUM PROVISIONS

In accordance with clause B.5, FAR 52.216-22, Indefinite Quantity, the DOE will order a minimum of ten transactions under items 1 and/or 2 of this contract; and may order a maximum of 1200 transactions under items 1 and/or 2, under the terms of this contract. Item 3 is optional and therefore carries no minimum. The maximum for item 3 is 600 household good shipments.

### B.5 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective

period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 26, 2006.

B.6 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2001 through August 31, 2006.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

B.7 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the Guaranteed Minimum Quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of maximum quantity contained in Clause B.4;

(2) Any order for a combination of items in excess of maximum quantity contained in Clause B.4; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items)

called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.8 Delivery Order Authorization

Delivery Orders issued under this contract shall be authorized only by Federal Employees who are Department of Energy (DOE) Contracting Officers. All delivery orders must be fully funded at the time of issuance. Use of the Government Purchase Card is prohibited.

B.9 Delivery Order Instructions

Orders placed under contract shall contain the following information:

- (1) Date of Order.
- (2) Master Contract Number and Delivery Order Number.
- (3) Item Number(s) and price for the ordered services, location of the property, name, address, contact name and telephone and facsimile numbers.
- (4) Accounting and Appropriation Data
- (5) Billing Instructions
- (6) All delivery orders must be fully funded.
- (7) Any other pertinent information.
- (8) Any special reporting requirements by the authorizing official.

Upon receipt of a Delivery Order, citing this DOE Base contract, signed by the cognizant Contracting Officer, the Contractor will proceed with performance in accordance with the Statement of Work, Section C, of this contract.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK (APR 2001)**

The Department requires a Contractor that will provide nationwide relocation services which include the following:

Home Marketing Assistance  
Home Sales Services  
Destination Area Services  
Related Services  
Quality Control  
Services Outside the Scope of Contract  
Move Management Services

### **C.2.1. PURPOSE**

The purpose of this procurement is to obtain qualified private sector firms to provide Government-wide Employee Relocation Services for employees of the Federal Government being transferred in the interest of the Government.

### **C.2.2. DEFINITIONS**

**Bona Fide Offer** - An offer from an able and willing buyer, not contingent upon the sale of the potential buyer's home and can reasonably be expected to go to settlement at its original terms and conditions. The offer must not contain any contingencies except the following:

- a. Specific inspections only when required under Section 5.1.4g, g(i), g(ii), 4h and 5.3.3d(v), by virtue of the appraisals; and home inspection.
- b. Those providing that the purchaser must qualify for financing under terms or conditions generally prevailing in the marketplace at the time the offer is made.
- c. Those providing that the seller must convey marketable and insurable title.

### **Centralized Household Goods Traffic Management Program (CHAMP):**

A program designed to manage the efficient and economical transportation of household goods, unaccompanied baggage, and (when authorized) privately owned vehicle(s) of Federal civilian employees relocated in the interest of the Government. CHAMP provides a broad array of transportation services and quality vendors at competitive discounted rates.

**Contracting Officer (CO)** - Individual at the Office of Procurement (HR-541.2) authorized and warranted to issue this contract and to make subsequent modification(s). The CO has the authority to make determination on all matters of dispute regarding this contract.

**Contractor** - A relocation management company contracted by DOE to provide nationwide relocation services to employees under specific guidelines issued by DOE and the Federal Travel Regulations.

**Department Site Relocation Coordinator (SRC)**- Staff members of the Office of Financial Policy (CR-20) are designated as the primary liaison between DOE and the contractor. The SRC shall act within the scope of the contract and may amend or modify the contract.

**Department Site Relocation Sub-Coordinator (SRS)**- Staff members from the following locations are designated as the primary contacts or SRS' between the Contractor, program offices, and relocating employees: Capital Accounting Center (CR-50), Bonneville Power Administration, and Western Power Administration. The function of the SRS is to counsel, assist, process the paperwork for relocating employees under the guidance of the Federal Travel Regulations, DOE policy and the SRC.

**Designated Certified Appraiser** - An individual who is current with the education requirements and meets all other requirements of applicable law to practice as an appraiser and/or be certified in states and/or localities, which have certification and/or licensing requirements for appraisers.

**Fair Market Price** - The price at which a property most probably would sell if exposed to the market for a reasonable time with payment to be made in cash or its equivalent. For purposes of this contract, fair market price shall be deemed to mean the price the property would command in an "as is" condition, except that adjustments may be made to reflect any repairs and inspections required to bring the property into conformance with applicable law ordinances and codes.

**Federal Travel Regulation (FTR)** - The FTR (41 CFR chapters 301-304) is issued by the Administrator of General Services under the applicable authorities reflected at the beginning of each part of the regulation, and is the primary regulation for use by Federal agencies to govern travel, transportation, and relocation

allowances for Federal civilian employees and certain new appointees.

**Government** - Each federal agency participating in this program.

**Government Bill of Lading (GBL)**: The standard form that constitutes the contract of carriage between the Federal Government and a transportation carrier or forwarder.

**Home** - The actual residence owned and occupied by the employee at the time he/she was first definitely informed by a competent authority within the agency. This definition is more fully developed in the "Home Sale Services" Section 5.1.1, "Definitions of Eligibility."

The residence must be the place from which the employee regularly commutes to and from work when the employee was first notified of the relocation unless the home qualifies for direct reimbursement under some other provision of the Federal Travel Regulation (FTR).

Home that is not Insurable - A home that does not meet applicable industry criteria for the issuance of a standard form homeowners insurance policy as determined by a reputable insurance company authorized to conduct business in the area or a home in which the employee does not hold insurable title, as determined by a reputable abstract or title company authorized to conduct business in the area.

**Home that Cannot be Financed** - A home that does not meet applicable industry criteria for a mortgage loan, as determined by a reputable institutional lender, e.g., bank, savings and loan or mortgage company authorized to conduct business in the area. Criteria for mortgage loans shall not be limited to particular types of loans, such as FHA, VA or loans eligible for repurchase under guidelines established by organizations such as "Fannie Mae" and "Freddie Mac."

**Marketing Time** - The average list-to-sell time for residential property in the area, calculated according to industry standards, as published by the applicable Multiple Listing Service or other appropriate organization, provided that in no event shall the marketing time be less than 120 calendar days and not more than 180 calendar days.

**Mobile/Manufactured Home** - A home designed with a frame for moving from one location to another. The basic design is the determining factor. Modifications that may have been made to the



structure after it was assembled or moved to a specific location are not relevant. Applicable state and local laws addressing the definition of mobile homes shall be given great weight in the interpretation of the contract.

**Reevaluation Process** - An opportunity afforded to the employee to contest the offer made by the contractor and to provide additional information that could be used to result in a higher offer for the employee's home.

**Title** - All interest held by the employee in the home. For purposes of the home sale services portion of this contract, "title" shall mean any interest in real estate that is marketable and insurable under applicable state law. In addition to fee simple interests, "title" includes rights held under land contracts, recorded long-term ground leases with a minimum 50 years remaining on the time of the lease. (Warranty deed does not constitute title transfer.)

**Working Days** - Monday through Friday, exclusive of Federal and Puerto Rican holidays. Puerto Rico Holidays include:

Three Kings Day: January 7

Good Friday: March 29

Constitution Day: July 25

**Household goods move (CONUS):** A household goods move within the continental United States (CONUS) is defined as a basic move consisting of one shipment of household goods and personal effects and, when specifically authorized by the ordering agency, shipment of one or more privately owned vehicles (POVs).

**Household goods move (OCONUS):** A household goods move to/from a location outside CONUS (OCONUS) is defined as a basic move consisting of one surface shipment of household goods and personal effects and, when specifically authorized by the ordering agency, one or more unaccompanied baggage shipments and shipment of one or more POVs.

**Household Goods Tender of Service (HTOS):** A document setting out the terms and conditions participants must adhere to under CHAMP and the standard program requirements they must follow. Currently the Domestic Household Goods Tender of Service (DTOS) and the International Household Goods Tender of Service (ITOS) comprise the HTOS. The document encompasses, among other things, carrier and forwarder approval procedures, rate offer/submission instructions, service standards, participant reporting requirements, and nonuse procedures for unsatisfactory performance.

**Interagency Traffic Management System (ITMS):** GSA's web/CD-ROM-based automated household goods rate and routing system. ITMS provides household goods rate & routing information (i.e., cost comparison functions for worldwide transportation services), report functionality, the HTOS and Request for Offers (RFO), mailing lists, and annual reports.

### C.2.3. DESCRIPTION OF WORK

The contractor will offer the following relocation services:

1. Home Marketing Assistance - to include providing real estate advice to the transferee, developing a marketing strategy, and recommending repairs or improvements.
2. Home Sale Services - to include Home Marketing Assistance and Destination Area Services which consist of Buyer Assistance, Rental Assistance, Mortgage Counseling.
3. Move Management Services - to provide a total package of move management services including transferee entitlement and pre-move counseling; carrier selection; preparation; shipment booking; service performance and prepayment audits; and claims preparation assistance.
4. Other Related Services - includes Management Reports, Data Communications Capabilities, Preparation and Distribution of Program Materials and Correspondence.

These services comprise the "relocation package" being procured. Relocation services shall be made available to eligible employees of the agencies according to DOE policy.

Eligible employees may use any or all of these services or seek service from other sources (such as brokers in the new location) as they desire.

Employees whose residences are ineligible for home sale services and employees who do not have a residence to sell are eligible for all other services under this contract. Determination of an employee's eligibility to participate in the program is solely the responsibility of DOE and shall not be subject to dispute.

The following is a description of the relocation and support services:

#### C.2.4. HOME MARKETING ASSISTANCE

4.1: The Contractor shall provide assistance to an employee who wishes to sell his/her home at the old duty station either independent of or in conjunction with the home sale service if requested. Marketing assistance shall include:

- a. Development of a marketing strategy, suggested list price and probable selling price and terms, including comparable sales information.
- b. Recommendations for repairs or improvements to enhance salability.
- c. Recommendation of a listing broker, if requested by the employee
- d. Advice on managing and working with a broker.
- e. Advice on negotiating with potential buyers and evaluation of offers.
- f. Provision of toll-free 800 telephone lines that may be used by employees to facilitate the above services.

4.2: Marketing strategies, recommendations and advice furnished by the contractor shall be provided in writing to the employee.

4.3: The contractor shall advise the employee that he/she may elect to enter into a listing agreement with a real estate broker. Any listing agreement shall include an "exclusion clause" as follows:

Exclusion Clause: "The seller hereby reserves the right to sell the property directly to the current DOE contractor at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer there under to DOE's contractor for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

4.4: The contractor shall confirm with the employee that he/she has been notified by the SRS that he/she will be required to market their home with a qualified broker for minimum of 30 days, 21 of which must be after receipt of the Contractor's guaranteed offer. The Contractor has the authority to approve waivers of good faith should the employee request it prior to entering in to the program. An employee may enter the Marketing Assistance Program provided by the contractor before the employee is required to list his/her home only if it is advantageous to the government to

have the employee report to duty prior than originally scheduled.

## C.2.5. HOME SALE SERVICES

### 5.1: Definitions of Eligibility

5.1.1: To be eligible for participation under this contract the employee's interest in the home must be reflected by a property title held in one of the following manners:

- a. In the name of the employee alone.
- b. In the joint name of the employee and one or more members of his/her immediate family.
- c. Solely in the name of one or more members of the employee's immediate family as defined in paragraph 5.1.2 below.
- d. In the joint name of the employee and a separate unrelated joint owner when pro rata reimbursement could be authorized under FTR 302-6.1f, if the employee sold the residence under the direct reimbursement method. Such eligibility is subject to the conditions as defined in paragraph 5.1.3 below.
- e. In the name of a separate accommodation party or parties as defined in the FTR part 302-6.1f.

5.1.2: Members of an employee's immediate family are as follows:

- a. Spouse, excluding divorced or legally separated spouse. (Changes in marital status may affect eligibility).
- b. Children of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. The term "children" shall include natural offspring, stepchildren, adopted children, grandchildren, legal minor wards or other dependent children who are under legal guardianship of the employee or employee's spouse.
- c. Dependent brothers and sisters (including step and legally adoptive brothers and sisters) of the employee

or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support.

d. Dependent parents (including step and legally adoptive parents) of the employee or employee's spouse.

5.1.3: If a home would be subject to pro rata reimbursement under FTR part 302-6.1 were the employee to sell the residence under the direct reimbursement method, the employee will be eligible for home sale services only if all owners satisfy the Government and the Contractor of their willingness and ability to pay their proportional shares of the contract cost directly to the Contractor. The proportions shall be determined under rules governing reimbursement of residence transactions expenses contained in FTR part 302-6.1.

5.1.4: The following properties are not eligible for the home sale services portion of the contract:

- a. Mobile/Manufactured homes (whether or not affixed to real property owned by the employee).
- b. Cooperatives.
- c. Houseboats.
- d. Homes that are not insurable.
- e. Homes that cannot be financed.
- f. Homes on which construction has not been completed.
- f. Homes that do not comply with state and local codes provided, however, that such homes may be eligible if the conditions are correctable in accordance with procedures in the "Appraisals" and "Amended Value Sales" sections shown elsewhere in this statement of work. Such conditions include, but are not limited to:

- (i) Homes that are not adequately serviced by potable water or sanitary waste facilities, as defined by the applicable state and local standards for water and sanitary waste services.

- (ii) Homes that do not comply with other applicable state or local codes, such as building, health and fire codes, provided conditions resulting in such noncompliance are documented in accordance with said state or local codes, unless such defects are corrected and approved by proper authorities to meet code requirements.

- h. Homes that have undergone inspection for contamination by toxic or hazardous substances and have been determined to be

contaminated by toxic or hazardous substances, such as UFFI or radon gas, friable asbestos insulation, lead paint and other hazardous or health threatening substances such as seepage by leaking underground storage tanks and toxic waste sites, if such contamination cannot be corrected, provided that such determination has been made pursuant to inspections performed in accordance with the standards and all applicable laws.

(i) Before any inspections for possible contamination by toxic or hazardous substances are conducted, the employee shall be informed of the nature of the inspections that will be performed and shall give permission to conduct said inspections. Within two (2) working days prior to such inspections, the employee may request that the contractor use a fully qualified inspector of the employee's choice, provided that the inspector selected by the employee meets the requirements specified below. An inspector performing an inspection under this contract shall:

a. Have no present or future interest in the subject property nor have a relationship which would affect an independent judgment while performing the inspection.

b. Not be a government employee and not be related to the employee or the contractor by blood or marriage.

c. Not have a relationship with the employee or the contractor (personal or business) that would affect the objectivity and/or independence of the inspection.

d. Not have inspected the subject property within the prior six months.

e. Have the ability to perform the service in a timely fashion in an effort to enable the contractor to meet the contract's timeframes.

f. Not base his/her fee on a percentage of the appraised value of the property or have said fee contingent on the sale of the property.

g. Inspector must be licensed as well as certified.

(ii) The employee shall be advised that the sole purpose of the inspections is to determine whether the home is in

fact eligible for the home sale services portion of this contract and that, if it is determined that a condition making the home ineligible exists, the employee shall be afforded an opportunity to repair or remediate the condition. If the independent inspector determines that a condition cannot be corrected, the residence will be ineligible for the home sale program.

(iii) Offers may be contingent offers only if those repairs and inspections required under Section 5.1.4g, g(i), g(ii), 4h and 5.3.3d(v), appraisals and home inspection have not been completed. If the condition is not correctable or if the employee elects not to correct it, the home shall be ineligible for the home sale services of this contract. Conversely, if the condition(s) is corrected by the employee and a satisfactory re-inspection report(s) is obtained, the contractor shall be required to accept the home on an "as is" basis. Employees shall be given a period of 30 days to correct all conditions.

(iv) If inspections reveal conditions that make a house ineligible for the home sale service, the contractor shall determine if the condition can be corrected and if a binding repair cost can be obtained from a qualified repair contractor. If the condition can be corrected within a reasonable period, not to exceed 30 days from the date an employee accepts an appraised value offer, and a binding repair cost can be obtained, the offer may be made contingent in accordance with Section 5.4.1a, Appraised Value Sales. If the conditions require remediation of toxic hazardous substances, or if a binding repair cost cannot be obtained, the contractor shall notify the employee of the condition. The employee will have five (5) calendar days to elect one of the following:

- (a) Delay receipt of the appraised value offer for up to 30 calendar days of receiving verbal notice from the contractor of the ineligible condition, and correct the condition within the 30 day period. The contractor will provide the employee with estimated repair costs in accordance with Section 5.4.1b.
- (b) Receive the appraised value offer contingent upon completion of the repairs by a qualified repair contractor. The contingency will require the employee to complete the repairs within 30 calendar days of receipt of the appraised value offer.

**5.1.5: Other exclusions and restrictions are as follows:**

a. If the employee has rented the home to the tenant, and the home is occupied at the time of the transfer, the tenant must vacate the home prior to the employee's acceptance of the contractor's offer. This restriction applies both to appraised value sales and to amended value sales. (Refer to Section 2, for the definition of Home and Section 5.7, Vacating Date)

b. If the employee sells land in excess of that which reasonably relates to the residence site, the government will pay only the proportional share of the contract price, which reasonably relates to the residence site. The CO shall determine the amount of land, which reasonably relates to the residence site, based on the nature of the property in question and the prevailing conditions in the market for such property in the area.

5.1.6: The employee will not be eligible for provisions of this contract if the contractor cannot reach settlement with the employee within the timeframes established in FTR Section 302-11.21-11.23 (e) for reimbursement of residence transaction expenses.

## **5.2: Utilizing Home Sale Services**

5.2.1: The Department requires transferees to list their homes with a qualified broker for a minimum of 30 days, 21 of which must be after receipt of the Contractor's guaranteed offer. The employee must independently market the home within five (5) working days of the employee's initial contact with the CO. An employee may enter the Marketing Assistance Program provided by the contractor before the employee is required to list his/her home.

Normally, in cases where an employee independently markets his/her home with a qualified broker for a minimum of 30 days, 21 of which must be after receipt of the Contractor's guaranteed offer, the employee will be required to enter into a written listing agreement with a licensed real estate broker and such listing agreements shall contain the exclusion clause set forth in this statement of work. In exceptional circumstances, the RSC may authorize the performance of home sale services by the contractor without a written listing agreement being in force. Such exceptional circumstances may include, but are not limited to, the inability of the employee to list the home with a broker acceptable to him/her within the prescribed time period or the demonstrated capacity and willingness on the part of the employee



to market the home on a "For Sale By Owner" basis.

#### **5.2.2: Initial Contact With the Employee**

Telephone Contact - Initial contact with the employee shall be by telephone. At this time, the employee shall be given the contractor's toll-free 800 telephone number.

- a. Within one working day of notification by telephone from the RSC of an eligible employee's relocation, the contractor will contact the employee and describe the relocation program as approved under the contract. At this time, the contractor shall:
  - (i) Advise the employee that if he/she elects to use the home sale services provided under this contract, he/she will be required to sign and return a disclosure statement prior to the contractor's presentation of any appraised value offer of the property. However, the absence of a disclosure statement is not sufficient cause for delay of timely ordering and scheduling of appraisals and inspections.
  - (ii) Confirm that the employee has been advised by the SRS that he/she may not use the home sale services until he/she has taken the appropriate measures as described in Section 4.4 to independently market the home if applicable, under the employing agency's internal procedures.
  - (iii) Advise the employee that if he/she elects to use the home sale services, he/she may, prior to the appraisals being performed, gather and submit information concerning the home, such as comparable sales and listing information, which the employee reasonably feels will affect the value at the home. This information will be furnished in writing by the employee to the appraiser(s).
- b. The RSC may require additional specific items of information to be included in the contractor's telephone notification by the contractor to relocating employees of that agency. If the contractor is unable to reach the employee, the file shall be documented to that effect, and the contractor shall continue to attempt to contact the employee in an expeditious manner. Failure to contact the employee within five (5) working days shall be reported to the RSC.

**5.2.3: Written Confirmation** - Within five (5) working days of the date of telephone contact, the contractor will mail the employee information confirming the conversation and providing the employee with copies of all publications pertaining to the relocation program services applicable to that employee. The Government desires "user friendly" brochures and literature that provide accurate guidance and instructions to user agency/employees/Relocation Service Coordinators as stated in Section 9.3: Program Materials.

- a. Copies of these publications will be provided, upon request, to the RSC at no additional cost.
- b. Information to be mailed shall include copies of any disclosure statement(s) required by local, state, or Federal law. In the alternative, if no disclosure statements are required under local, state or Federal law, the contractor must furnish a standard form disclosure statement developed by the contractor for use under this contract. The employee shall be advised that copies of any signed and completed disclosure statement(s) must be provided by the employee to the contractor and the RSC. Information to be mailed shall include a description of the appraisal, title search and inspection procedures the contractor will use pursuant to the "Appraisals," "Appraised Value Sales", "Amended Value Sales" and "Amended from Zero Sales" sections below.

### **5.3: Appraisals**

**5.3.1 Selection of Appraisals** - Within three (3) working days of receipt of the written order for services, the contractor shall contact the employee by telephone to discuss the appraisal process and provide the employee with a complete written list of qualified, certified appraisers.

If the contractor is unable to contact the employee within five (5) working days of the receipt of the order, the contractor will notify the cognizant RSC to discuss efforts that have been made to contact the employee, to request assistance in contacting the employee and to adjust the schedule of future actions to reflect the delay. The RSC will make appropriate schedule adjustments if convinced of the good faith efforts on the part of the contractor to contact the employee. If the property is located in a rural area that is not served by the appraisers on its listing, the contractor must notify the RSC for approval of the selection of the appraiser.

**5.3.2: Standards for Appraisals** - An appraiser performing an appraisal under this contract shall:

- a. Conduct the appraisal in accordance with the Standards of Professional Practice and Conduct.
- b. Derive his/her income primarily from single-family residential appraising (not from commercial appraising and not from acting as a broker).
- c. Be familiar with market conditions in the area where the subject property is located.
- d. Have access to current local market data through a multiple listing service or other cooperative service.
- e. Have no present or future interest in the subject property nor have a relationship which would affect an independent judgment in determining anticipated sales price.
- f. Not be a government employee and not be related to the employee or the contractor by blood or marriage.
- g. Not have a relationship with the employee or the contractor (personal or business) that would affect the objectivity and/or independence of the appraisal.
- h. Not have appraised the subject property within the prior six months.
- i. Have knowledge and experience in using the Employee Relocation Council (ERC) appraisal form and standards.
- j. Have the ability to perform the service in an accurate and timely manner in an effort to enable the contractor to meet the contract's timeframes.
- k. Not base his/her fee on a percentage of the appraised value of the property or have said fee contingent on the sale of the property.
- l. Is accredited to do appraisals in the required area.
- m. Be a member of one of the following appraiser organizations: *The Appraisal Institute, National Association of Independent Fee Appraisers, American Association of Certified Appraisers, Inc., American*

*Society of Appraisers, or American Society of Farm Managers and Rural Appraisers.*

**5.3.3: Procedures**

- a. The employee may request that the contractor use a fully qualified appraiser of the employee's choice who is not on the list provided by the contractor. If the appraiser selected by the employee meets all requirements for appraisers as established under the contract, the contractor shall be required to approve the employee's selection of appraiser.
- b. The contractor is required to provide written instructions to the appraiser(s) concerning the appraisal process.
- c. Within two (2) working days of receipt of a written list of independent appraisers, the employee shall designate three (3) appraisers, in order of preference, and shall notify the contractor of his/her designations. The contractor shall select the appraisers based on the order specified by the employee.
- d. Upon notification of the employee's selection of appraisers the contractor shall, within one working day, order:
  - (i) Two independent appraisals, based on the employee's designated order of preference.
  - (ii) A Title Search and Brokers Market Analysis. These may be ordered at the same time the appraisal list is provided to the employee as well as the other inspection reports.
  - (iii) Specific inspections only when required under Section 5.1.4g, g(i),g(ii), 4h and 5.3.3d(v), appraisals and home inspection. Repairs shall only be ordered if there is a demonstrable need (to be determined on a case-by-case basis by the Contractor) at the time of the inspection (e.g., leaking roof, faulty furnace, etc). Repairs shall not be required based upon life expectancy alone.
  - (iv) Any inspections requested by the appraiser and/or broker shall be ordered within one (1) working day of the appraiser's request.

(v) Inspections for possible contamination by toxic or hazardous substances shall be conducted by qualified, professional and independent home inspectors in accordance with applicable standards and protocols and in accordance with the following criteria: Inspections shall be limited to those required under Section 5.1.4g, g(i), g(ii), 4h and 5.3.3d(v); by virtue of the appraisals and home inspection.

- e. Appraisal and Inspection reports must be completed within 30 working days of the date of the employee's selection of the appraiser or the date of receipt of the official order for services, whichever is later. If the RSC is convinced that local conditions preclude completion of the appraisals and/or inspections within thirty (30) working days, the RSC may grant a reasonable extension of time to complete the process. This extension shall not exceed an additional 15 working day period.
- f. After the appraisal is completed, home inspection should only be performed if required by state/local code or ordinance, or if necessary to transfer title. Inspections for any other purpose must be approved, in advance, by the agency RSC.
- g. Delay in completion of a home inspection, if applicable, shall not constitute an acceptable basis or the delay of an appraisal or an offer, unless the delay was caused by the employee. Appraisals completed prior to the availability of a complete home inspection report will not be adjusted by the contractor to reflect the findings of the home inspection. For an appraisal not yet completed, a copy of the inspection report may be furnished to the appraiser for an "as is" adjustment, provided that such adjustment does not delay the contractor's offer beyond the 30 working day time period and further provided that such adjustments are limited to the correction of errors of fact made on the appraisal. The contractor may be allowed to provide an inspection report as required under the terms of the contract provided that the inspection reports are completed within the 30 day working day time period to the appraiser for consideration and adjustment as necessary.

#### **5.3.4: Condition of the Appraisals**

- a. Appraisals are to be made on the property based on current market conditions. Appraisals shall be conducted

according to the Employee Relocation Council (ERC) appraisal guidelines, except as modified under this contract.

- b. The contractor shall require appraisers to use comparable data that is contiguous to the subject property. That is, the comparables selected must be in the same neighborhood, development, subdivision or complex. If an appraiser, in his/her opinion cannot identify acceptable comparables within the parameters set forth above, he/she will immediately notify the contractor PRIOR to completing the appraisal. The contractor shall not permit the appraiser to use foreclosures or auctions as comparables, even if the appraiser makes an adjustment. If necessary, the RSC shall have the right to request documentation from the contractor to determine whether the appraiser used comparable sales.
- c. "Market Forecasting Adjustments," i.e., adjustments based on an analysis of market trends in the area, tempered with analytical judgment concerning the probable extent to which these trends will continue into the future, are permitted, provided that all such adjustments are explained in detail in the appraisal report. Factors taken into account by the appraiser (such as movements of interest rates, seasonal lulls or peak selling periods, trends of market values, relationship of supply to demand and data concerning the overall economy in the area) shall be set forth in the report supported with objective, verifiable data. This data shall be made available to the employee for review, if requested. Data supporting forecasting must be provided. It is not sufficient for the appraiser to indicate that "market is declining x percent per month."
- d. The contractor may review appraisal reports to determine if they are complete, accurate and consistent. However, completed appraisals are not subject to adjustment by the contractor under any circumstances. Completed appraisals are not subject to adjustment by the appraiser except to correct mathematical errors or errors of fact. The contractor shall require the appraiser to support the appraisal report with objective verifiable data and this data shall be made available to the employee if requested. For the purposes of this contract, "errors of fact" include material mistakes regarding such items as dates and prices of comparable sales, measurements of

properties, and other objective data verifiable by an impartial observer without particular expertise in appraisal techniques. "Errors of fact" do not include matters of opinion such as professional judgments concerning differences in condition of a property relative to comparable sales or the economic significance of such differences. All adjustments must be clearly identified and made known to the employee. The Contractor with the guidance of the RSC shall have the right to determine "errors of fact".

- e. The contractor shall average the appraised value amounts to determine the guaranteed offer. If the two appraisals differ by more than 5% of the higher value, the contractor shall arrange for a third appraisal to be ordered in accordance with the employee's preference of selection. The third appraiser is not to be advised that he/she is being called in as the third appraiser. When three appraisals are performed, the contractor shall determine the guaranteed offer amount by: (a) the average of the two closest appraisals; or (b) if the three appraisals vary equally, the average of the three appraisals. When a third appraisal is performed, it shall also be completed within the 15 working day timeframe. However, if the RSC is convinced that local conditions preclude completion of the third appraisal within 15 working days, the RSC may grant a reasonable extension of time to complete the process. This extension shall not exceed an additional fifteen (15) working day period.

#### **5.4: Appraised Value Sales**

5.4.1: Within two (2) working days of completion of the appraisal process the contractor shall make the employee an oral appraised value offer to purchase the home. The appraised value offer shall be the average of the two appraisals or when a third appraisal has been ordered, the average of the two closest appraisals or the average of the three appraisals when the three appraisals vary equally.

- a. This offer may be a contingent offer only if any repairs and re-inspections required under Section 5.1.4g, g(i),g(ii),4h and 5.3.3d(v), appraisals and home inspection have not been completed before the offer is made by the contractor.
- b. In the event a contingent offer is made, the employee

shall be afforded the options available pursuant to Section 5.4.1c(i)(ii)(iii). The contractor, shall, prior to making such an offer, have obtained estimates of repair and re-inspection costs from established, reputable, independent contractors. If the cost for repairs exceeds \$1,000, the contractor shall order two (2) estimates. The scope of work for which estimates are obtained shall be limited to the minimum work required to bring the home up to standards set by the applicable law ordinance or code. The contractor shall be responsible for the costs of obtaining these estimates. If a contingent offer is made, the employee shall be given five (5) calendar days to choose one of the options identified in Section 5.4.1c (i)(ii)(iii).

If the employee elects to complete any repairs and re-inspections, the employee will be required to complete these repairs prior to acceptance, but no later than 30 calendar days after receipt of the appraised value offer. Contractors providing repairs or re-inspection services shall not have a personal or business relationship with the employee for the contractor would affect the objectivity and/or independence of the appraisal. The contractor providing inspections shall not be eligible to provide estimates for repairs or to perform the repairs without prior approval of the RSC.

- c. In the event that a contingent offer is made, copies of estimates for repairs and re-inspection costs shall be provided to the employee along with the offer. If the employee wants to accept the offer, he/she shall within five (5) calendar days of receipt of the appraised value offer select one of the following options:

- (i) Prior to acceptance of the appraised value offer, the employee may elect to complete any repairs and re-inspections required under Section 5.1.4g, g(i),g(ii),4h and 5.3.3d(v), appraisals and home inspection at his/her expense. In this event, the employee is solely responsible for ensuring that the home is brought up to standards set by the applicable law ordinance or code.

- (ii) The employee may elect to have his/her equity payment from the contractor offset (i.e., reduced) by the estimated cost of repairs and re-inspections necessary to bring the home up to standards set by the applicable law ordinance or code.



(iii) The employee may elect to have the funds in the amount of the estimated repairs placed in escrow with an escrow mutually acceptable to the contractor and the employee. The employee shall place the funds in escrow at the time he/she accepts the contractor's contingent offer. The employee's liability for repairs and re-inspections shall not exceed their estimated cost; any additional cost will be the responsibility of the contractor if the final cost of repairs and re-inspections is less than the amount of funds in escrow, the difference shall be credited to the employee, except in those instances when any errors and/or omissions are attributable to the employee. If the house is sold "as is" prior to the stipulated repairs being complete by the contractor, the funds deducted from the escrow shall be returned to the employee and not used for other purposes.

The contractor shall make his/her best efforts to affect the necessary repairs and re-inspections and conclude all necessary financial adjustments with the employee within 31 working days after completion of the home sales service. Neither the Government nor the employee shall be held liable for any errors or omissions that are attributable to the contractor.

5.4.2: A written offer shall be mailed to the employee within two (2) working days of the date the contractor makes his/her oral offer. Copies of all appraisals, inspection reports and other information pertaining to the offer shall be accompanied by the employee's written offer. In accordance with Section 5.4.4, the written offer shall also include procedures for the employee to request a reevaluation of the appraisals. All documents shall be transmitted in their entirety and no information whatsoever shall be deleted from them. Any adjustments made to such documents shall be supported by written justification and made known to the employee. Copies of all documents sent to the employee shall be provided to the RSC upon request.

5.4.3: The employee shall have 60 calendar days from the date of the telephone offer to accept or reject the contractor's appraised value offer. At this time, the employee may request an equity advance prior to acceptance of offer pursuant to procedures set forth under Section 5.10, Equity Advance, of this statement of work. The employee is free to reject the contractor's appraised value offer at any time and proceed to sell the home independently. If the employee rejects the contractor's offer, the contractor shall perform no further home

sale services. The contractor will bill the government for direct costs actually incurred and which are reimbursable under the FTR. If the employee rejects the contractor's offer, the home shall no longer be eligible for inclusion in the home sale services portion of this contract.

5.4.4: The contractor shall provide a procedure for the employee to request a reevaluation of the appraisals used in the determination of the appraised value offer. At a minimum, the procedure provided by the contractor shall contain the following provisions:

- a. Written instructions must be provided to the employee in the package submitted with the employee's written appraised value offer.
- b. The employee must submit the reevaluation request within 30 calendar days of receipt of the written offer to the contractor and to the RSC.
- c. The reevaluation request shall be reviewed by the contractor, the RSC and by the appraisers so that every effort is made to provide the employee with a fair and equitable resolution of the situation. Revised appraised value offers will be based upon the reevaluation of the original appraisals, regardless of variance. In no event shall the original offer be lower as a result of the reevaluation. Reevaluation requests which cannot be resolved between the contractor, and the appraisers shall be forwarded to the RSC.
- d. In no event will the employee be given less than 15 calendar days to review the results of his/her reevaluation in order to determine whether to accept or reject the offer.
- e. The reevaluation process shall be completed prior to the 60-calendar day acceptance period unless extended by the RSC. Accordingly, the results of the reevaluation should be furnished by the contractor to the employee no more than 45 calendar days after the date the original written appraised value offer was tendered to the employee. If the RSC determines that the reevaluation was not seriously considered by the appraiser, the RSC shall grant an option to extend the appraisal process and to order an additional appraisal(s) as replacement(s) shall be made available to the employee. The employee's agency shall be responsible for cost associated with the additional replacement appraisal(s).
- f. If it is determined that any of the three appraisals is inaccurate or questionable, the contractor shall obtain an independent review of the appraisals in question. If the independent appraiser finds the questionable

appraisal(s) inaccurate or incomplete, that appraisal(s) shall be disqualified and another appraisal shall be ordered. The contractor has the responsibility for developing written criteria for the selection of the independent reviewer. These criteria shall be subject to review and approval by the RSC. Costs incurred by disqualified appraisals shall be borne by the Contractor.

**5.4.5:** If the employee rejects the contractor's appraised value offer, direct costs incurred by the contractor pursuant to this contract which are reimbursable under the FTR will be paid by the government. No service charge shall be paid for such services. The contractor will make available to the employee copies of any document(s) paid for by the government so that the employee may use them in selling his/her home independently.

**5.5: Amended Value Sales**

During the 60-calendar day acceptance period the employee shall continue to market the home independently. If the employee is successful in finding a potential outside buyer willing to pay a purchase price equal to or greater than the appraised value offer made by the contractor (unless the employee, at his/her discretion voluntarily agrees to accept an offer at less than the appraised value offer); the employee's transaction shall be closed according to the following procedures:

**5.5.1:** The employee shall not enter into a contract or sign any agreement document with the potential outside buyer.

**5.5.2:** The contractor shall review the offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.

**5.5.3:** The contractor shall verify that the offer from the potential outside buyer is bona fide and shall make adjustments to compare the two offers on an all-cash basis. Such adjustments

may include deducting items not reimbursable under the FTR such as seller's concessions made by the employee, finance charges and points. Within five (5) working days of receipt of the outside offer, the contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer is reasonably qualified.

**5.5.4:** The contractor shall amend its original offer to the employee, revising its purchase price to the amount of the

potential outside buyer's purchase price as adjusted. This amended value offer may be a contingent offer only to the extent provided for "bona fide offers" as defined in this statement of work. Accordingly, no contingencies may be included other than those that (a) provide for repairs and re-inspections required under Section 5.1.4g, g (i), g(ii), 4h and 5.3.3d(v), appraisals and home inspection, (b) provide that the potential outside buyer must qualify for financing and (c) provide that the seller must convey marketable and insurable title. Amended value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.

**5.5.5:** The employee bears no risk if the potential outside buyer does not purchase the home or if the home eventually is sold for less than the amended value offer.

**5.5.6:** The employee is free to reject the contractor's amended value offer at any time and proceed to sell the home independently. If the employee rejects the contractor's offer, no further home sale services shall be performed by the contractor.

The contractor will bill the government for direct costs actually incurred and which are reimbursable under the FTR. If the employee rejects the contractor's offer, the home shall no longer be eligible for inclusion in the home sale services portion of this contract.

**5.5.7:** Upon completion of the transaction, the contractor shall bill the government for the amended value sales fee based upon the amended value of the home.

**5.5.8:** If the home was listed with a real estate broker, upon the employee's acceptance of the amended value offer the contractor shall initiate a listing agreement with the broker and shall pay the commission to the broker if the sale to the potential outside buyer is completed. The contractor shall make a good faith effort to close the sale to the potential outside buyer.

## **5.6: Amended-from-zero sales**

**5.6.1:** If the employee receives an acceptable bona fide offer from a potential outside buyer prior to completion of the appraisal process he/she shall immediately notify the contractor. The employee shall not enter into a contract or sign an agreement document with the potential outside buyer.

**5.6.2:** The contractor shall review the offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.

**5.6.3:** The contractor shall obtain independent broker's market analysis by two licensed real estate brokers of the contractor's choice. These firms shall not have a business or personal relationship with either the employee or the contractor that could affect the objectivity and/or independence of the inspection. The higher of these two analyses shall serve as a benchmark of market value to help determine the reasonableness of the offer.

**5.6.4:** The contractor shall make adjustments to compare the offer and the higher of the two broker's market analyses on an all cash basis. Such adjustments may include deducting items not reimbursable under the FTR such as seller's concessions made by the employee, finance charges and points.

**5.6.5:** The contractor may elect to make an amended-from-zero offer to purchase the home at a price equal to the amount of the potential outside buyer's purchase price, as adjusted, provided that the offer from the potential outside purchaser is determined to be bona fide. Within five (5) working days of receipt of the outside offer, the contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer reasonably qualified.

**5.6.6:** This amended-from-zero offer may be a contingent offer only to the extent provided for bona fide offers as defined in this contract. Accordingly, no contingencies may be included other than those that provide for repairs and re-inspections required under Section 5.1.4g, g(i), g(ii), 4h and 5.3.3d(v), appraisals and home inspection, that the potential outside buyer must qualify for financing and that the seller must convey marketable and insurable title. Amended-from-zero value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.

**5.6.7:** If the contractor elects to make an amended-from-zero offer:

- a. Upon completion of the transaction, the contractor shall bill the government based upon the amended value sales fee applied to the outside buyer's purchase price of the home.
- b. If the home was listed with a real estate broker, upon the employee's acceptance of the amended-from-zero offer, the contractor shall initiate a listing agreement with the broker and shall pay the commission to the broker if the sale to the potential outside buyer is completed.

The contractor shall make a good faith effort to close the sale to the potential outside buyer.

- c. If the offer from the potential outside buyer does not result in a completed sale at no fault to the contractor, except as in section 5.6.8 below, the transaction will revert to the procedures of an appraised value sale for purposes of payment to the contractor, subject to the approval of the RSC. If the home is ultimately sold to the outside buyer, but on terms and conditions substantially different from the original offer, the transaction may revert to an appraised value sale for purposes of payment to the contractor, upon request by the contractor and subject to approval by the RSC. Approval will be granted only in cases where, in the judgment of the RSC, the terms and conditions of the ultimate sale are so different from those of the original offer (such as, for example, a significantly reduced purchase price) that it would be inequitable for the transaction to be treated as other than an appraised value sale for purposes of payment to the contractor. The contractor, with appropriate documentation for the change, may then bill the government for the difference in rates, if any, between the amended value and the appraised value transactions. The appraised value fee will be applied to either the higher of the two brokers' market analyses or to the outside contract price, whichever is lower.

**5.6.8:** If the contractor elects not to make an amended-from-zero offer, the employee may either accept the offer from the potential outside buyer or reject the offer and continue to use the home sale services offered under this contract. If the employee accepts the offer from the potential outside buyer, no further home sale services shall be performed by the contractor. The contractor will bill the government for direct costs actually incurred and which are reimbursable under the FTR. If the employee accepts the offer from the potential, outside buyer and the offer does not result in a completed sale, the home shall no longer be eligible for inclusion in the home sale services portion of this contract.

## **5.7: Vacating Date**

Once the employee has accepted the contractor's offer, a vacating date shall be established. If the employee is the occupant they may remain in the house during this period. The vacating date

shall be no later than 45 calendar days from the date of acceptance. This date may be extended in exceptional cases when approved in advance by the contractor and the RSC. However, the employee shall be charged prorated fees during the vacate period for taxes and the regular mortgage payment. If a renter(s) occupies the property, the renter(s) must vacate prior to the employee's acceptance of the offer. Note: The employee shall maintain the property in substantially the same condition as when appraised and shall pay all maintenance, utility, insurance, mortgage and related costs for the property during the timeframe between the employee's acceptance of the contractor's offer and the date the employee vacates the property. A representative of the contractor may inspect the property within three (3) days of vacating to identify damage or the need for debris removal.

### **5.8: Equity Payment**

5.8.1: When the sales price accepted by the employee exceeds the outstanding mortgage balance and other encumbrances the contractor shall pay the equity to the employee. The equity payment will not be reduced for items that are reimbursable to the employee under the direct reimbursement method as specified in chapter 302 of the FTR. Payment shall be made by certified check, wire transfer or cashier's check.

5.8.2: If the property has not been vacated, 95% of the equity calculated shall be paid to the employee within five working days of receipt of acceptance and execution of the contract of sale by the contractor. The balance will be paid to the employee within five (5) working days of the date the property is vacated.

5.8.3: If the property has been vacated at the time of acceptance and execution of the contract of sale, 100% of the equity calculated shall be paid to the employee within five (5) working days of receipt of acceptance and execution of the contract of sale by the contractor.

### **5.9: Equity Deficit**

When the outstanding mortgage balance and encumbrances exceed the accepted sales price, the employee shall pay the contractor the deficit via certified check, wire transfer or cashier's check at the time he/she executes the contract of sale.

### **5.10: Equity Advance**

5.10.1: During the acceptance period, the contractor shall advance up to 75% of the transferee's estimated equity, based on the appraised value offer, if the employee requests such advance

for the purpose of purchasing a home at the new duty station. During the acceptance period, contractors may provide employees with a 100% equity advance, based on the appraised value of the offer, if the employee requests such advance for the purpose of purchasing a new home at the new duty station. If the employee requests an equity advance during the acceptance period, the contractor can request proof of a new home purchase either verbally (from the broker) or by requesting a copy of the purchase agreement from the transferee.

**5.10.2:** The equity advance may be secured by a second deed of trust or other security that the contractor deems satisfactory. In the event that the employee does not accept the contractor's appraised value offer, the contractor may use normal legal recourse if the employee fails to pay the amounts that had been advanced. The contractor shall have no legal recourse against the Government if the employee fails to pay the amounts advanced. The contractor may also charge the employee a \$125 administrative fee if the equity has been advanced and the employee does not accept the contractor's appraised value offer. Upon completion of the home sales service, it is the responsibility of the contractor to ensure the equity advanced to the employee was the correct amount, except in those instances when any errors and/or omissions are attributable to the employee.

Disputes under Equity Advance - Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA Contracting Officer for final resolution. Neither the employee nor the government shall accept responsibility for repayment of any amounts advanced. The contractor shall have no legal recourse against the government if the employee fails to pay the amounts advanced, except in those instances when the employee does not accept the contractor's home sale offer and an amount has been advanced to the employee. Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA Contracting Officer for final resolution.

**5.10.3:** The equity advance shall be deducted from the employee's equity upon the contractor's acquisition of the property. Neither the contractor's cost of money nor any other fee will be charged to the employee or to the government.

#### **5.11: Completion of Home Sale Services**

**5.11.1:** The contractor shall acquire the property as of the date of the contractor's execution of the employee's acceptance of the contractor's offer. The contractor will assume all financial responsibility for the property as of the acquisition date, or the employee's vacate date, whichever is later.



**5.11.2:** The employee shall transfer title directly to the contractor.

**5.11.3:** After the date of acceptance, or vacate, whichever is later, the contractor is the sole beneficial owner of the home and bears all the burdens of ownership, including all mortgage payments while the property is in his/her possession and all expenses related to maintaining, insuring and disposing of the home. The Government shall not be liable for any damage, loss, act of God, or any other occurrence subsequent to acquisition by the contractor. The employee shall not be liable for any damage, loss, act of God, or other cost or expense from the date of acquisition by the contractor unless due to an act or omission to act by employee or loss of damage is a result of latent defect which has been misrepresented or omitted from the disclosure by the employee, or due to any misrepresentation or fraud by the employee.

Disputes under Completion of Home Sale Service - Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA Contracting Officer for final resolution.

**5.11.4:** The contractor will establish procedures for dealing with mortgages and other obligations secured by the home. Such procedures will ensure that all necessary actions are completed within 31 working days of his/her acquisition of the property. At a minimum, the procedures established by the contractor shall contain the following provisions:

- a. Except when the home has been acquired as a result of an amended value sale or amended-from-zero sale that included assumption of the mortgage as a seller's concession, the contractor shall formally assume any mortgage or other obligation secured by the home within 31 working days. In the event that assumption is prohibited, the contractor shall satisfy the obligation in full. The contractor shall arrange for formal release of the employee from all obligations secured by the home. The contractor shall assure that the employee's credit record is protected through prompt payment of all obligations by the due date.
- b. When the home has been acquired as a result of an amended value sale or amended-from-zero sale that included assumption of the mortgage as a seller's concession, the contractor is not required to arrange

for formal release of the employee from the mortgage. The employee will remain liable for the mortgage in the event of subsequent default by the third party buyer. (If the amended value sale or amended-from-zero sale that included assumption as a seller's concession is not consummated, the contractor shall obtain formal release of the employee from the mortgage, as described in paragraph 5.11.4a).

- c. The contractor shall not credit the employee the escrow at the time of the equity advance. Upon payoff, the contractor shall instruct the mortgagor to send any outstanding escrow refund directly to the employee. In the event the contractor receives the escrow funds from the mortgagor, the escrow funds shall be sent to the employee within five (5) working days.

**5.11.5:** The date of acquisition of the property represents completion of the home sale services portion of the contract for billing purposes. Neither the Government nor the employee shall be held liable for any errors or omissions that are attributable to the contractor, except in situations of misrepresentation or fraud on the part of the employee.

Disputes under Completion of Home Sale Services - Any disputes that cannot be resolved between the contractor and the RSC will be referred to the GSA Contracting Officer for final resolution.

However, the contractor is still required to provide other services to the employee as specified in this statement of work.

#### **5.12: Cancellation of Transaction**

The government reserves the right to cancel an employee's relocation. No fees will be paid to the contractor for such cancellation. If the employee's relocation is canceled, direct costs incurred by the contractor pursuant to this contract, which are reimbursable under the FTR, and will be paid by the Government. Upon notification by the government of such cancellation, the contractor may bill for interest charged in accordance with the Prompt Payment Act.

#### **C.2.6. DESTINATION AREA SERVICES**

Upon notification of transfer, the contractor shall provide relocating employees with individual counseling services in a timely manner to familiarize the employee with information,

regarding the real estate market (including rental properties, temporary quarters, schools, taxes, commuting, community life, etc.), at the new official duty station. This information should relate to the individual employee's needs. If requested by the employee, the contractor shall provide the following (free - at no cost to the government or employee) destination area services either independent of or in conjunction with the home sales services portion of the program.

#### **6.1: Buyer's Assistance**

Upon notification of a transfer, the contractor shall contact the employee to advise him/her of the assistance available and to discuss the family's community and housing needs at the destination area. A Home Finding Information Kit shall be sent containing information on the home prices and services. If applicable, when a contractor was awarded a line item to which the employee is transferring, the information kit shall also include a listing of homes in inventory that pertain to the GSA Relocation Services Program in the area where the employee is transferring. The contractor shall provide inventory listing of all homes, including, if applicable, any other Government contract inventory homes in the area where the employee is transferring.

This listing should include, but is not limited to, the following information:

- o Brief description of property
- o List Price
- o Address of Property
- o Broker listing and phone number

Based on the employee's particular requirements, the contractor shall select a licensed broker in the destination area, furnishing a complete profile of the employee's preferences. Such brokers shall not have a personal or business relationship with the employee or the contractor, which would affect the objectivity and/or independence of the broker.

The broker shall provide buyer assistance counseling, which shall include:

##### **6.1.1: Screening the available homes in the area and contacting**

the employee to familiarize him/her with information regarding the local area.

**6.1.2:** Preparing a home hunting itinerary, scheduling appointments to view the available properties and acquainting the employee and spouse with points of interest in the new area.

**6.1.3:** When a suitable home is located, assisting in the preparation of the proper contracts and negotiating the purchase according to applicable laws and regulations.

**6.1.4:** Providing historical data on home prices for the area within the past three years.

## **6.2: Rental Assistance**

The contractor shall contact the employee to verify the desired location, rental price range and the relocation time schedule. This information will be transmitted to personnel of a reputable rental agency who will contact and counsel the employee. The contractor shall maintain communication with the employee throughout all phases of the process. The employee also may use a rental agent of his/her own choice. A rental agent performing an service under this contract shall:

- a. Not be a government employee and not be related to the employee or the contractor by blood or marriage.
- b. Not have a relationship with the employee or the contractor (personal or business) that would affect the objectivity and/or independence of the inspection.

If the employee elects to do so, no other home finding assistance will be provided by the contractor. Rental assistance counseling shall include:

- a. 6.2.1: Sending the employee a Relocation Information Kit.
  - b. 6.2.2: Preparing a home hunting itinerary, scheduling appointments with a rental agency.
- 6.2.3:** Discussing the rights and obligations of the renter, including the requirements of lease agreements, prior to the showing of available rental unit.
- 6.2.4:** Orienting the employee to the typical rentals within a suitable commuting distance.

**6.2.5:** Discussing the customary deposit requirements.

**6.3:** Mortgage Counseling

The contractor shall counsel the employee on nationwide and local mortgage programs that meet the employee's financial objective and qualifications. The counseling shall include:

**6.3.1:** Providing information on types of mortgages, rates, fees and lender qualification requirements and relative availability of financing in the new area.

**6.3.2:** Qualifying the employee for mortgage amount and monthly payment without the employee's obligation for an application fee.

**6.3.3:** Referring to national and local lending sources, to enable the employee to compare financing available and select a mortgage product and lender that meets employee requirements.

**6.3.4:** Monitoring of employee's progress in securing financing and assistance with details of application and approval. The contractor is not required to provide actual financing to the employee. Any such financing that the contractor would furnish would be considered a service outside the scope of the contract, as discussed in Section 11, Services Outside the Scope of Contract.

NOTE: This requirement does not preclude the government or any individual agency participating in this contract from entering into contractual or other arrangements with other firms for the provision of mortgage financing to federal employees.

## C.2.8. RELATED SERVICES

**8.1: Management Reports** - The contractor shall provide reliable, automated management reports to each participating agency. These reports may be used to support billing to the agency and must present detailed transaction data to include as a minimum, name of employee, length of time the property is in inventory, itemized services provided, etc. Agencies may establish different format and data requirements.

**8.2: Data Communications Capabilities** - Contractor shall provide a capability for electronic transmission of relocation service authorizations, on-line access to contractor's database and electronic message transmission. Access to the contractor's database is limited to viewing relocation services of the acquiring agency. No data will be allowed to be manipulated at

any time. The contractor shall establish sufficient safeguards to prevent unauthorized access. The contractor's database must contain, but not necessarily be limited to, property information and information sufficient to generate the required reports. The on-line system must allow the exchange of information between the agency and the contractor (i.e., on-line authorization, on-line inquiry and on-line message system). Agencies must have access to all information regarding the relocation services provided to employees, including, but not limited to, conversations/counseling sessions between the contractor and the employee, and on-line billing information.

**8.3: Program Materials** - Within 30 days after contract award, the contractor shall develop and distribute for the government contractor developed program materials including pamphlets listing the relocation service and procedures for employees and user handbooks for the RSC. The Government desires "user

friendly" brochures and literature that provide accurate guidance and instructions to user agency/employees/Relocation Service Coordinators. The Contracting Officer shall approve all program material before any distribution will be permitted.

**8.4: Correspondence** - The Contracting Officer may require the contractor to provide copies of all correspondence and documentation regarding the relocation of any federal employee obtaining services under this contract. Any such copies will be provided to the Government at no cost. The RSC may request such correspondence and documentation with respect to any relocated employee of the RSC's agency who obtained services under this contract.

## C.2.9. QUALITY CONTROL

### **The contractor shall maintain a system of quality control and correction of inferior performance that provides:**

**9.1:** Effective management of subcontractors and vendors, cost effectiveness and service delivery.

**9.2:** Prompt response to employee service requests, questions and concerns. In particular, the Government requires that the contractor demonstrate a high level of concern for and understanding of, the relocating employee's personal concerns, time schedule and desire for personalized assistance (i.e., appraisal appeal/reevaluation process) and coordinate the various services selected for the employee.

**9.3:** Prompt notification to the Government of problems, failure to meet required timeframes, other contract requirements and other concerns or suggestions that will enhance service and/or reduce cost.

#### C.2.10. SERVICES OUTSIDE THE SCOPE OF CONTRACT

If the contractor customarily provides other relocation services to the transferee not at the expense of the Government, the contractor may advise the government employee of these services and their cost. He/she must inform the employee that such services are outside the scope of this contract, that the employee is solely obligated for the expenses, that the Government in no way endorses their use and that the Government has not determined the prices charged to be fair and reasonable. The Government will not be billed for these services.

#### C.2.11. MOVE MANAGEMENT SERVICES

The contractor will provide, in compliance with Federal Travel Regulations and DOE policies & procedures, all labor, materials, supervision and resources to provide management of household goods shipment services from initial notification of move through completion of all move-related transactions. Services include, but are not limited to: pre-move planning; cost comparison; move, storage and special service arrangement and coordination; administration, monitoring and inspection; assisting employees with understanding the household goods shipment process and associated responsibilities; performing service performance audits and prepayment audits; report generation and distribution; customer service; and a variety of other related services as set forth herein.

#### *BASIC SERVICES*

The contractor shall provide all services specified herein. Multiple origins and/or destinations may be involved for both CONUS and OCONUS shipments.

**1. Carrier/forwarder selection.** DOE may select the carrier or household goods forwarder (hereinafter included in the term "carrier") to move the relocating employee's household goods or may delegate this responsibility to the contractor. The contractor shall select the carrier based on the criteria

provided by DOE.

- a. CHAMP. The contractor will use CHAMP carriers to perform all CONUS AND OCONUS moves for DOE. A carrier that participates in CHAMP and has approved rates on file with GSA will be the first resource for moving DOE's employee's household goods. DOE may consider CHAMP on either a case-by-case or an overall basis. When a CHAMP carrier and rate is selected, provisions

of the HTOS and the current RFO will apply. These documents may be accessed on GSA's web site at <http://r6.gsa.gov/fsstt/> (click on the masthead ship icon on the left menu for the DTOS or ITOS and on the newspaper icon for the RFO).

**b. CHAMP and Schedule Industrial Funding (IFF) Fees.**

(1) A 1 % IFF will be assessed on all shipments for MMS services provided, as outlined in clause 552.238-76.

(2) When a CHAMP carrier and rate are used under the schedule, a \$145 CHAMP IFF will be assessed for the CHAMP transportation services provided, and the 1% schedule IFF will be assessed for the MMS portion. CHAMP services alone are not part of the Relocation Services Contract and are not subject to the 1% Schedule IFF.

(3) The contractor within one (1) workday of receiving the agency's invoice payment will remit the full transportation payment to the carrier; the carrier in turn will remit the \$145 CHAMP IFF to GSA in accordance with RFO section 2-7.6 and HTOS section 7-1.B. (1) and (2). The contractor must remit the 1% Schedule IFF to GSA.

**c. GSA Interagency Transportation Management System (ITMS).** If DOE requests from the contractor to select a carrier on a case-by-case basis, the contractor must access GSA's ITMS to obtain cost comparison information for use in selecting the carrier to transport the shipment. For information relative to accessing ITMS, contact: GSA, FSS Bureau (6FBD-X), 1500 E. Bannister Road, Room 1076, Kansas City, MO 64131; phone 816-823-3646; fax 816-823-3656. ITMS need not be accessed for each move when the ordering agency has made an up-front decision to use the



provider's commercial arrangement(s) for all its moves.

**d. Use of Contractor's Commercial Arrangement.** The contractor may offer, and DOE may select on a case-by-case or an overall basis, use of a commercial carrier with which the contractor has a commercial arrangement, provided the arrangement results in the best value to the agency.

**e. Commissions.** A commission may be charged for commercial services under the multiple award schedule, provided the commission is disclosed and does not influence the carrier that is recommended/selected. For informational purposes, payment of a commission is prohibited when a CHAMP carrier and rate are used.

**2. Shipment booking.** The contractor shall conduct all pre-move arrangements such as scheduling the move with the selected carrier, ordering a pre-move survey, determining whether storage in transit (SIT) or any special services (e.g., shuttle service, special crating, third-party servicing, elevator charges, long carry, and/or stair carry) are required. If SIT or special services are required, the contractor shall obtain written authorization from the ordering agency.

### **3. Storage in transit (SIT).**

**a. Arranging/Monitoring SIT.** If DOE authorizes SIT, the contractor shall arrange storage under CHAMP rules and procedures (or CHAMP-equivalent when a commercial arrangement is used. The contractor shall: (1) notify the employee in writing within 5 calendar days of household goods placement in SIT of the authorized SIT duration and location; (2) give the employee written contact information for the SIT provider; (3) monitor shipments in SIT and obtain disposition instructions from the employee or ordering agency representative at least ten working days before SIT expiration; (4) arrange delivery of shipments from SIT; and (5) inform employees in writing of their personal financial responsibility for charges incurred for any storage period in excess of the maximum authorized.

**b. SIT in Excess of 180 Days.** If SIT exceeds 180 days, the contractor shall determine the condition of the employee's property at the end of the 180-day SIT period to protect the Government's and the relocating employee's right to recover for carrier-caused losses or damages. While under the Federal Travel Regulation (41 CFR chapters 300 through 304), the employee is entitled to shipment of goods to a final destination, the employee is responsible for payment of SIT charges for any

storage period in excess of 180 days. The contractor shall **counsel the employee to ensure that his/her agreement** with the storage facility protects individual employee interests after the 180 day period. When an ultimate destination is specified, the contractor shall provide all required contract services.

**4. Carrier evaluation.** When a CHAMP carrier and rate are used, the contractor must furnish the relocating employee a GSA Form 3080, Household Goods Evaluation Report, and ensure the employee and ordering agency complete their respective portions of the form and return it to GSA as instructed in the CHAMP HTOS. When a commercial arrangement is used, completion of the GSA Form 3080 will not be required. However, the contractor shall include as part of its quality assurance plan, a process to ensure efficient evaluation of subcontractors based on cost and service performance.

**5. Service Performance Audit.** The contractor must conduct an independent service performance audit of transportation billings and certify by line item whether billed services (including any services specifically requested by the employee) were or were not necessary, properly authorized, and actually performed. This audit is unrelated to DOE's audit of the actual billing charges. The contractor shall furnish the certification along with the transportation billing to the prepayment auditor for audit of the actual transportation charges.

**6. Prepayment Audit.**

a. Contractor Responsibility. The contractor must conduct, or arrange to have conducted, a prepayment audit of each transportation billing for service performed under the schedule.

b. Certification. Any auditor (other than a GSA Prepayment Audit Schedule contractor) who performs such an audit must be certified by the GSA Audit Division (FBA) to conduct such an audit.

c. Procedures. Upon receipt of a bill from a carrier, the contractor must annotate or electronically impose the receipt date on the bill. The prepayment auditor will adjust billed charges as appropriate based on the service performance and prepayment audits before the bill is submitted, along with the service performance audit certification, to the DOE agency for payment. The auditor's initials must be shown on the bill of lading.

d. Adjustments. When adjustments occur based on the service performance audit and/or prepayment audit of charges, the

contractor shall send to the carrier, within 7 days of receipt of the carrier's bill, a copy of the adjusted bill. The adjusted bill must be accompanied by a statement of differences form that clearly explains the reasons for the billing adjustment and cites the proper tariff, tender, publication, or schedule reference used in the audit. The statement of differences form also shall include the following: carrier's standard alpha code, bill of lading number, billed amount, charges computed by auditor and to be sent to the agency for payment, and the carrier's bill (invoice) number.

e. Adjustment Protests. The contractor must receive from the carrier within 10 days of the date shown on the statement of differences any protest of the adjusted bill. The contractor shall complete the protest reply within 30 days of receipt of the protest.

**7. Performance Standard for Service Performance Audit and Prepayment Audit.** DOE is required to comply with provisions of the Prompt Payment Act (31 U.S.C. 3901(a)(5)). The contractor therefore must ensure that within 7 working days of receiving the carrier's bill, it has completed the service performance and prepayment audits and has the consolidated transportation/MMS billing, accompanied by the service performance audit certification, in the hands of DOE for payment. The task order between DOE and the contractor shall stipulate that the transportation payment DOE forwards to the contractor for remittance to the carrier, whether by check or electronic transfer, shall be dated in time for DOE to be deemed "in compliance" with provisions of the Prompt Payment Act. The contractor shall not be liable for any late payment interest charge DOE may accrue on a transportation payment that does not meet the foregoing date requirement.

**8. Management information reports.** The contractor shall provide the following reports, furnishing monthly, quarterly, and year-to-date totals when appropriate. Unless otherwise specified, all reports are due to the ordering activity and/or GSA within 15 business days following the month/quarter services were performed. All data reported must be broken down to reflect whether it applies to shipments that moved under a "CHAMP carrier and rate" or to shipments that moved under a "contractor's commercial arrangement". If the contractor has a standard commercial report or customized standard report that meets a stated specific need, it may propose furnishing that report to DOE instead of the one specified as long as the contractor can demonstrate to DOE's satisfaction that the proposed substitution will meet its needs.

a. GSA Program Management Reports. The contractor shall furnish GSA the following program management reports in electronic format. Reports shall be sent to the same address specified in section C.2.13.1.c., above.

(1) GSA Quarterly Shipment Summary. A summary of the total number of shipments handled for the specified period further broken down into the following incremental categories: number of shipments, number of shipments by carrier, number of CONUS interstate shipments, number of CONUS intrastate shipments, and number of OCONUS shipments. For each category show total line-haul and accessorial charges.

(2) GSA Quarterly Claims Summary. A summary of the total number of loss/damage claims handled for the specified period further broken down into the following incremental categories: number of claims by agency, number of claims by carrier, number of CONUS interstate claims, number of CONUS intrastate claims, number of OCONUS claims, average number of days between date of claim filing and date initial settlement offer issued, average number of days between date initial settlement offer received and date of final settlement, average amount claimed and settled CONUS interstate, average amount claimed and settled CONUS intrastate, and average amount claimed and settled OCONUS.

b. Reports. The contractor shall furnish the following reports in the manner specified by DOE with regard to format, content, and frequency. DOE also may revise the report format.

(1) Shipment summary. A summary of the total number of shipments handled for the specified period further broken down into the following incremental categories: number of shipments, number of shipments by carrier, number of CONUS interstate shipments, number of CONUS intrastate shipments, and number of OCONUS shipments. For each category show total line-haul and accessorial charges.

(2) Claims summary. A summary of the total number of loss/damage claims handled for the specified period further broken down into the following incremental categories: number of claims, number of claims by carrier, number of CONUS interstate claims, number of CONUS intrastate claims, number of OCONUS claims, average number of days between date of claim filing and date initial settlement offer issued, average number of days between date initial settlement offer received and date of final settlement, average amount claimed and settled CONUS interstate, average amount claimed and settled CONUS intrastate, and average amount claimed and settled OCONUS. For each claim not settled

within 30 days, or 60 days when approved by DOE's GBL Issuing Officer or Responsible Transportation Officer, the contractor must furnish an explanation for the delay. When a CHAMP carrier and rate are used, the explanation must be supported by the Delay Codes identified in the HTOS (comprised of both the Domestic and International Household Goods Tenders of Service), Section 9.

(3) Counseling contact summary report. A summary report of counseling contacts showing employee name, date of initial contact, and current status of the move including date for the pre-move survey, packing date, pickup date, and actual or proposed delivery date(s) into SIT and/or residence.

(4) On-time services summary report. A summary report listing employee name, scheduled pickup date, actual pickup date, scheduled delivery date(s) into SIT and/or residence, actual delivery date(s) into SIT and/or residence, scheduled date for delivery out of SIT, and actual date for delivery out of SIT. When the scheduled and actual dates are different, the contractor must explain the difference.

(5) Specially requested reports. Special reports furnished to DOE not more frequently than once a quarter when the GBL Issuing Officer or Responsible Transportation Officer requests.

9. **Customer Service.** The contractor shall provide a 24-hour, toll-free telephone number, **or pager numbers, and electronic mail addresses** to provide DOE and employees assistance in tracking/tracing shipments, resolving problems that occur during any phase of the move, and in filing post-delivery claims.

**The contractor shall perform the following additional services when ordered by the agency.**

1. **Employee pre-move counseling.** Employee pre-move counseling (as distinguished from a pre-move survey) includes information on commercial practices affecting all aspects of a household goods move. It also includes Government-specific information on Federal household goods entitlements and allowances prescribed in the Federal Travel Regulation (41 CFR chapters 300-304) and DOE's internal regulations. If requested, the contractor shall counsel the relocating employee about services he/she is authorized at Government expense as well as any requested services that are not the Government's financial responsibility and which the employing agency will charge back to the employee. In the event that the contractor provides incorrect advise to the employee, and the employee relies upon this advice to incur additional costs which are not reimbursable by the agency, the contractor shall be

responsible for such costs

**2. Preparation of shipment documentation.** If DOE opts to have the contractor prepare a Government Bill of Lading, the contractor shall comply with the terms and conditions contained in 41 CFR 101-41. Agencies want one consolidated billing for all move-related charges. Therefore, whether a move is under CHAMP or a commercial arrangement, the contractor will act as billing agent and bill the agency for all charges attendant to the move and make payment to the carrier (see sections C.2.13.1.b (3) and C.2.13.7).

**3. On-site quality control service.-** If requested by DOE, the contractor shall arrange for quality control personnel to provide on-site inspection service at the origin/destination residence at pickup/delivery. Inspection services include, but are not limited to: verification of correct inventory coding, use of proper packing materials, appropriate article servicing, equipment and personnel suitability, and satisfactory performance of unpacking.

**4. Quality Assurance Plan.** When DOE requests, the contractor shall provide the agency a quality assurance plan to assist in assuring quality service and shall designate quality assurance personnel to execute the plan.

**5. Claims preparation, filing, and settlement assistance.** When DOE uses a contractor's commercial arrangement, and the employee or DOE asks the contractor to settle the employee's loss/damage claim or to provide immediate loss/damage claim preparation/filing assistance, the contractor shall comply with the request. When a CHAMP carrier and rate are used, the contractor's role is limited to providing assistance with claim preparation and filing. On all claims, the contractor shall review and negotiate a settlement offer that is inconsistent with the carrier's liability, and in the case of an impasse must refer the complete file to the ordering agency. Additionally, the contractor shall counsel the employee about the potential consequences of signing any full and unconditional release on any offer of settlement before all claims resulting from a particular move have been resolved.

**6. Data Communications Capabilities.** The contractor must provide on-line electronic access to all database information pertaining to DOE including shipment records for all accounts under the terms of this contract; (2) establish sufficient safeguards to prevent unauthorized access to the database information; (3) furnish clear documentation setting out

procedures for access to and use of the database.

- a. **Database Elements.** The database must contain, but not necessarily be limited to, the following elements: task order information; shipment information sufficient to generate the reports to satisfy GSA requirements indicated in the FTR. The database maintained for shipments must be maintained in a separate directory with separate shipment records for each employee move. Performance data documenting how the move was handled must be collected and contractor must provide facility for DOE contacts to extract and consolidate data for review. Contractor must keep database updated on a 24-hour basis at a minimum and provide for on-line electronic access to database elements for a period of one year from date of pickup. After one year, hard copy records may be maintained as required by the Examination of Records Clause contained in GSA Form 3504.

## 7. COMMERCIAL MOVE MANAGEMENT SERVICES

The following services will be provided by the contractor:

- Managing DOE's policy guidelines
- Processing any necessary Move Management forms
- Providing premove and ongoing program counseling, which includes information to the employee regarding program procedures, employee entitlements under the Federal Household Goods entitlements and allowances as they relate to the FTR's and
- DOE's policy, insurance coverage, shipment and storage preparation, and general industry policies and procedure
- Gathering information specific to the employee's relocation (i.e. move dates, handling antiques, etc)
- Determining appropriateness of items to be shipped in accordance with the DOE's policy
- Explaining move practices of household goods carriers and household goods program expectations with specific information concerning selected carrier
- Offering free, full replacement valuation protection up to \$100,000 on interstate moves
- Coordinating storage in transit and nontemporary storage needs that meet the employee's requirements
- Coordinating the shipment of a vehicle if authorized
- Providing written confirmation to the employees of dates and services

- Managing the entire transportation-services process
- Monitoring adherence to packing, loading, and arrival schedules
- Instructing employees on claims procedures and assisting with claims preparation and resolution
- Assist in prompt resolution of damage claims
- Auditing carrier invoices; assisting in resolution of discrepancies in service performance and paying carrier invoices in a timely manner
- Maintaining quality control and performance records
- Multiple follow up calls from the Move Management Consultant to the employee throughout the move process
- Confirmation that the employee is comfortable with the performance of the carrier personnel
- Performance standards of the carriers monitored by ARMC
- Rates based on miles and weight utilizing the current filed commercial tariff rate
- Guaranteed delivery spreads for shipments over 4000 pounds
- No peak season rates
- Waive 104 Tariff Exception

### Topics included in Counseling

Contractor is responsible for providing the employee with guidance and/or instructions regarding all aspects of the move, and will send the employee a Household Goods Move Management Kit. DOE employees will be counseled on topics to include, but not limited to the following:

- a. Entitlements under the FTR and DOE's policy
- b. Pre-move survey responsibilities
- c. Level of service (released valuation) and excess valuation
- d. Disassembly and reassembly of household furniture
- e. Shipment and storage services that are paid for the employee by DOE
- f. Authorized storage in transit (SIT) and extra pickups and drop off
- g. Name/Address of destination SIT and delivery out of storage procedures
- h. Appliance servicing
- i. Do-it-yourself moves with reference to allowable costs and liability issues; and
- j. Shipment of personally owned vehicles (POV) and alternative methods



### Selection of Carriers

Contractor will carefully scrutinize quoted rates from the carriers to obtain what contractor believes will be the best value. Contractor will maintain also has a tracking and evaluation system for carriers, providing feedback to our relocation and move management suppliers on a monthly basis.

Examples of some of the carrier's roles and responsibilities, as identified in the carrier agreements, include:

- Adherence to DOE's policies
- Reporting to contractor regarding employee's move management status
- Compliance with applicable laws and regulations

### Carrier Performance Criteria

The contractor will utilize van lines, taking cost, quality of service and availability into consideration from those companies having a Federal or state certificate of operating authority and rates filed with governing regulatory bodies and who meet the requirements set by the contractor.

Contractor shall establish criteria to be used to monitor a carrier's performance to include but not be limited to:

- a. Timeliness
- b. Professionalism and courtesy of the carrier personnel
- c. Performance of the pre-move survey
- d. Containment of the pack, load, and delivery by the participating carrier
- e. Quality of overall carrier service and responsiveness to requests
- f. Processing, handling, and settlement of claims and other problems
- g. Temporary and non-temporary storage facilities; and
- h. Review of evaluations

### Claims

The contractor counsels the customer that claims for loss and damage must be filed, in writing, with the carrier as expeditiously as possible, but no later than nine months after delivery, contractor will assist the employee during the claims process by:

- Assisting the employee in preparing and filing claim forms

- Assisting in filing additional claims, as necessary
- Providing guidance to assist in preparing a claim
- Verifying that the employee has properly completed the claim forms
- Maintaining follow up with the employee and the carrier until settlement is reached
- Acting as a liaison during any settlement negotiations and providing guidance
- Reviewing any settlement offers with the employee
- Providing negotiation assistance and recommendations to the employee
- Advising the employee prior to signing a settlement check or unconditional releases from the carrier's insurance company.

### Audit

A crucial aspect of the Move Management Program offered by contractor is the audit performed on the carrier's invoice by the Move Management Consultant. Prior to authorizing payment each invoice is reviewed by contractor to verify:

- the correct transportation discount was applied
- there are no errors in computing the charges, and if errors are found, contractor will work with the carrier to correct and resolve the error
- unauthorized or unsupported expenses are not included
- rates and weights are correct

Upon receipt of the carrier invoice, the Move Management Consultant will review the charges and services provided by the carrier for accuracy and determine whether the services billed were necessary to complete the move, were properly authorized and were completed by the carrier. Contractor requires that carriers submit invoices within sixty (60) days of delivery of the household goods (or delivery into storage-in-transit) and the Move Management Consultant will contact the carrier if the invoice has not been received within forty-five (45) days of delivery of the household goods or storage-in-transit.

The contractor considers the verification of services performed to be a multi-part process. The first step is determining and informing both the employee and the carrier of the authorized services, responsibilities of the employee and carrier and limitations as prescribed by the Agency's policy. These may include but are not limited to weight limitations, extra pick-ups

or deliveries, storage in transit and unauthorized items.

All special authorizations as approved by DOE will be indicated in the employee's individual move management file, which will be matched against the invoice during the audit process.

The second step in verification of services is accomplished through the follow-up calls from the Move Management Consultant to the employee during packing, loading and delivery. During these calls, the Move Management Consultant ascertains whether the carrier is providing transportation services in accordance with the provisions of the carrier's contract and DOE's policy, and to contractor's standards for quality service and carrier requirements.

Upon receipt of a carrier's invoice, the Move Management Consultant will perform the final step, the audit. A review of the supporting documentation furnished by the carrier will be performed to verify that the services billed were necessary for the completion of the move, properly noted, actually performed and selected by the employee.

<p><b>The Move Management Consultant checks the service performance audit to:</b></p> <ul style="list-style-type: none"> <li>• compare the weight ticket against the invoice</li> <li>• determine if the carrier applied the accepted rate tender</li> <li>• look for duplicate charges</li> <li>• check for errors in computing the charges</li> <li>• verify use of the correct transportation discount level</li> <li>• confirm proper verification of expenses has been provided</li> <li>• look for unauthorized, non-reimbursable expenses claimed</li> </ul>
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Any discrepancies will be brought to the carrier's attention, and a request will be made that disputed items be removed from the invoice or further documentation be provided prior to contractor's approval for payment. The carrier has fifteen (15) days following receipt of the notification to dispute the adjustment. Upon receipt of the rebuttal, contractor has contracted with the carriers to pay the disputed charges within five (5) days from receipt, or further deny payment of the charges in question.

Another protection element that the contractor utilizes in connection with its audit/quality control is to request, on a random basis, that the carrier re-weigh the employee's shipment to detect weight bumping and other illegal practices. This is done at

various times, such as when the shipment is being brought out of storage-in-transit, to determine if there are any discrepancies in the shipment weight.

After the audit is complete, the Move Management Consultant will indicate on the invoice that the audit results are satisfactory and the invoice is ready for payment. The contractor will disburse payment to the carrier as agreed by the carrier and contractor. Upon completion of the required audits and payment to the carrier, an invoice detailing the carrier's itemized costs and the actual costs incurred will be submitted to DOE for reimbursement.

8. The following websites are incorporated by reference:

**a) GSA's Federal Travel Regulation—**

<http://www.policyworks.gov/org/main/mt/homepage/mtt/ftr/ftrhp.shtml>

**b) DOE Agency Guidelines Permanent Change of Station Guide—**

<http://www.hr.doe.gov/cfo/cac.html>

**c) DOE Travel Policy and Procedures DOE 1500.2A**

[http://www.hr.doe.gov/cfo/travel/d1500\\_2a.html](http://www.hr.doe.gov/cfo/travel/d1500_2a.html)

**SECTION D - PACKAGING AND MARKING**

**D.1 RESERVED**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION (JAN 1990)**

Inspection of all items under this contract shall be accomplished by the DOE Site Relocation Coordinator or the DOE Contracting Officer's Representative (COR).

**E.2 ACCEPTANCE**

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the designated DOE Site Relocation Coordinator or the Contracting Officer's Representative.

**SECTION F - DELIVERABLES OR PERFORMANCE**

F.1 TERM OF CONTRACT (JAN 1992)

The term of the contract is the September 1, 2001 through August 31, 2006.

**SECTION G - CONTRACT ADMINISTRATION DATA**

G.1 CORRESPONDENCE PROCEDURES (OCT 1997)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Annette Brown  
Telephone Number : (202) 287-1418



The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) DOE Contracting Officer Address. The Contracting Officer address is as follows:

Contracting Officer (Do not use name of Contracting Officer)  
U.S. Department of Energy  
Office of Headquarters Procurement Services  
Operations Division A (MA-541.2)  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585  
ATTN: DE-AM01-01FM10055

G.2 BILLING INSTRUCTIONS (OCT 1995)

- (a) The Contractor shall submit the original and one copy of any invoice(s) or vouchers in accordance with the Payments provisions of this contract. The price per item in Clause B.2 will be based on the period in which the delivery order was issued. The invoices should be sent to:

U.S. Department of Energy  
Headquarters Accounting Operations  
Office of Accounts Payable Division  
P.O. Box 500  
Germantown, MD 20875-0500

A voucher is not considered to be received by DOE until the original voucher and one copy are received at the above address.

(b) Invoices or vouchers shall be submitted to the billing address listed on each delivery order.

(c) Each invoice or voucher submitted shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Employee Name and Delivery Order Number
- (4) Date of Invoice
- (5) Invoice Number
- (6) Amount of Invoice

- (7) Period Covered and Item Number of Relocation
- (8) Cumulative Amount Invoiced to Date (For that
- (9) Address of Property
- (10) Offering Price
- (11) Amounts and Dates of Equity Disbursement
- (12) Contractor's calculations of amount billed. (i.e. %fee times appraised price.

(d) The invoice must be accompanied by a signed copy of the final sales contract and all appraisals, inspections and audits.

G.3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper

invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a

condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph

(a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

G.4 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR) ADDRESS  
(JAN 1990)

(a) The COR's address is as follows:

U.S. Department of Energy  
ATTN: Rosanna Ballantine  
Office Symbol: CR-20  
1000 Independence Ave., S.W.  
Washington, D.C. 20585  
Telephone Number: (202) 586-0853

(b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition).

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 MODIFICATION AUTHORITY (APR 1984)**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

### **H.2 GOVERNMENT-FURNISHED PROPERTY AND DATA - NONE (JAN 1992)**

The Government is not obligated to furnish any real or personal property or data under this contract.

### **H.3 FUNDING**

The basic contract will not be funded. Funding will be made available under each delivery order issued.

### **H.4 CHANGE OF STATION CANCELLATION CHARGES**

Before settlement of real property between the contractor and the Department of Energy (DOE) employee, the Department of Energy reserves the right to cancel an employee's authorized change of station when such cancellation is determined to be in the best interest of the Government. No service (percentage fee) charge will be paid for such cancellation, however, the following direct costs, if incurred, would be allowable; inspections, surveys, appraisals of the property and title search fees. In no event shall the charges exceed the amount which would have been billed to the Government if the authorized change of station order(s) had not been canceled.

**SECTION I - CONTRACT CLAUSES**

**I.1 RESERVED**

**SECTION J - LIST OF ATTACHMENTS**J.1 LIST OF ATTACHMENTS - ALTERNATE IPART III  
SECTION J  
LIST OF ATTACHMENTS

## LIST OF ATTACHMENTS (CONTRACT)

ATTACHMENT	DESCRIPTION	PAGES
A	Quality Assurance Plan and Disputes Resolution Process	?